



Washington, Saturday, August 9, 1941

Rules, Regulations, Orders

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3951]

PART 3—DIGEST OF CEASE AND DESIST
ORDERS

IN THE MATTER OF HUDSON FUR DYEING
COMPANY

§ 3.66 (d) *Misbranding or mislabeling—Nature: § 3.96 (a) 4) Using misleading name—Goods—Nature.* In connection with the dyeing or dressing, branding, labeling, tagging, or advertising in any manner of rabbit peltries distributed or transported by respondents in commerce, (1) using the word "Hudson seal" as a trade name, trade mark, or otherwise, or any other word or words signifying or connoting Hudson seal, either separately or in connection or conjunction with any other word or words, to designate or describe dyed rabbit peltries; and (2) describing peltries in any other way than by the use of the correct name of the fur as the last word of the description; prohibited, subject to the provision, however, that when any dye or blend is used simulating another fur, the true name of the fur so dyed or treated must appear as the last word of the description and must be immediately preceded by the word "dyed" or "blended" compounded with the name of the simulated fur. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Hudson Fur Dyeing Company, Docket 3951, July 29, 1941.]

In the Matter of Louis Estrin, Charles Estrin, Sidney Estrin, Esther Estrin and Belle Estrin, Individuals Trading as Hudson Fur Dyeing Company

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 29th day of July, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondents, testimony and other evidence in support of the allegations of said complaint and in opposition thereto taken before an examiner of the Commission theretofore duly designated by it, report of the trial examiner and exceptions thereto, briefs in support of the complaint and in opposition thereto, and oral arguments of counsel, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered. That respondents Louis Estrin, Charles Estrin, Sidney Estrin, Esther Estrin, and Belle Estrin, individuals trading as Hudson Fur Dyeing Company, or trading under any other name, their representatives, agents, and employees, directly or through any corporate or other device, in connection with the dyeing or dressing, branding, labeling, tagging, or advertising in any manner of rabbit peltries distributed or transported by them in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Using the word "Hudseal" as a trade name, trade mark, or otherwise, or any other word or words signifying or connoting Hudson seal, either separately or in connection or conjunction with any other word or words, to designate or describe dyed rabbit peltries;

(2) Describing peltries in any other way than by the use of the correct name of the fur as the last word of the description, and when any dye or blend is used simulating another fur, the true name of the fur so dyed or treated must appear as the last word of the description and must be immediately preceded by the word "dyed" or "blended" compounded with the name of the simulated fur.

*It is further ordered, That the re-
spondents shall, within sixty (60) days*

CONTENTS

RULES, REGULATIONS, ORDERS

TITLE 16—COMMERCIAL PRACTICES:	
Federal Trade Commission:	Page
Beauty and barber equipment and supplies industry, trade practice rules-----	3980
Cease and desist orders:	
American Institute of Busi- ness Administration, Inc., et al.-----	3979
Hudson Fur Dyeing Co-----	3977
Majestic China Co., Inc., et al-----	3978
TITLE 25—INDIANS:	
Office of Indian Affairs:	
Surface rights under oil and gas leases-----	3981
Trading with Indians, infec- tious plants-----	3981
TITLE 30—MINERAL RESOURCES:	
Bituminous Coal Division:	
Minimum price schedules:	
District No. 10-----	3981
District No. 11-----	3983
District No. 20-----	3984
District No. 23-----	3984
TITLE 32—NATIONAL DEFENSE:	
Office of Price Administration and Civilian Supply:	
Price schedule amendments:	
Cotton textiles (cotton grey goods)-----	3988
Iron and steel scrap-----	3985

NOTICES

Department of the Interior:	
Bituminous Coal Division:	
Bituminous Coal Consumer's Counsel, petition denied	3992
Consumers' Counsel Division, petition denied	3992
Coryell Coal Co., relief denied, etc	3993
Koppers Coal Co., relief de- nied	3993
Stowe-Fuller Refractories Co., renewal of exemption granted	3992

General Land Office:

Stock driveway withdrawal reduced, Wyoming -----	3994
--	------

(Continued on next page)



Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the **FEDERAL REGISTER** will be furnished by mail to subscribers, free of postage, for \$1.25 per month or \$12.50 per year; single copies 10 cents each; payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C.

CONTENTS—Continued

	Page
Department of Labor:	
Division of Public Contracts:	
Drug and medicine industry, wage determination amendment and extension	3994
Federal Communications Commission:	
Park Cities Broadcasting Corp., hearing	3994
Federal Power Commission:	
Hearings postponed:	
California Oregon Power Co.	3995
Sammis, Walter H.	3995
Securities and Exchange Commission:	
Filing notices:	
Gulf Power Co.	3996
Mississippi Power Co.	3995
Western New York Water Co.	3996
Listing and registration applications granted:	
Arcturus Radio Tube Co.	3996
Burco, Inc.	3996
War Department:	
Contract summaries:	
Bell Aircraft Corp.	3998
Bullard Co.	3999
Flora, Walter W.	3991
Fraser-Brace Engineering Co., Inc.	3998
International Harvester Co.	3999
Petry, N. G., et al.	3991

after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-5828; Filed, August 8, 1941;
11:29 a. m.]

[Docket No. 3748]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF MAJESTIC CHINA COMPANY, INC., ET AL.

§ 3.6 (a) 22) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Producer status of dealer or seller—Manufacturer:* § 3.69 (a) 11.7) *Misrepresenting oneself and goods—Business status, advantages or connections—Producer status of dealer.* In connection with offer, etc., in commerce, of respondents' business or sales stimulator plan and chinaware, and on the part of respondent corporations, their officers, etc., and on the part of respondent four individuals, individually and as officers and employees of said corporations, etc., and among other things, as in order set forth, representing in any manner that respondents, or any one or more of them, own and operate or control a pottery or factory wherein chinaware products are manufactured unless and until such respondent or respondents own and operate or directly and absolutely control the pottery or factory wherein such products are manufactured, prohibited. (Sec. 5, 38 Stat. 719 as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Majestic China Company, Inc., et al., Docket 3748, July 29, 1941]

§ 3.6 (a) 3) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Business connections or arrangements with others: § 3.69 (a) 3.5) Misrepresenting oneself and goods—Business status, advantages or connections—Connections and arrangements with others.* In connection with offer, etc., in commerce, of respondents' business or sales stimulator plan and chinaware, and on the part of respondent four individuals, individually and as officers and employees of said corporations, etc., and among other things, as in order set forth, representing that respondent Majestic China Company, Inc., is a wholly owned subsidiary or a subsidiary of Royal China, Inc. or has any connection therewith other than that of a purchaser and distributor of the products of Royal China, Inc., prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Majestic China Company, Inc., et al., Docket 3748, July 29, 1941]

§ 3.48 (a) 2) *Disparaging competitors and their products—Competitors—Discontinuance of operations: § 3.48 (b) 7) Disparaging competitors and their products—Goods—Quality.* In connection with offer, etc., in commerce, of respondents' business or sales stimulator plan and chinaware, and on the part of respondent corporations, their officers, etc., and on the part of respondent four

individuals, individually and as officers and employees of said corporations, etc., and among other things, as in order set forth, (1) representing that competitors of respondents, or of any one or more of them, have discontinued certain business activities when such competitors are engaged in such business activities; and (2) representing that products of such competitors are "seconds" or are inferior to first quality merchandise, when such products are of first quality; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Majestic China Company, Inc., et al., Docket 3748, July 29, 1941]

In the Matter of Majestic China Company, Inc., a Corporation; Art China Company, a Corporation; Herman Siegel, Sigmund Gladstone, and John Lindsey, Sometimes Known as Jack Lindsey, Individually and as Officers and Employees of the Majestic China Company, Inc., and Trading as Art China Company; John H. Feinne, Individually and as an officer of Majestic China Company, Inc., and Trading as Windsor China Company

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 29th day of July, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, testimony and other evidence taken before Edward E. Reardon, a duly appointed trial examiner of the Commission designated by it to serve in this proceeding, in support of the allegations of the complaint and in opposition thereto, the report of the trial examiner thereon and brief in support of the complaint, and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That respondents Majestic China Company, Inc. and Art China Company, their officers, directors, representatives, agents and employees, and respondents Herman Siegel, Sigmund Gladstone, and John Lindsey, sometimes known as Jack Lindsey, individually and as officers and employees of the Majestic China Company, Inc., and trading as Art China Company, or trading under any other trade name, and respondent John H. Feinne, individually and as an officer of Majestic China Company, Inc., and trading as Windsor China Company, or trading under any other trade name, their representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of their business or sales stimulator plan and chinaware in commerce as "commerce" is defined in the Federal

¹ 5 F.R. 1637.

Trade Commission Act, do forthwith cease and desist from:

1. Representing in any manner that respondents, or any one or more of them, own and operate or control a pottery or factory wherein chinaware products are manufactured unless and until such respondent or respondents own and operate or directly and absolutely control the pottery or factory wherein such products are manufactured;

2. Representing that respondent Majestic China Company, Inc. is a wholly owned subsidiary or a subsidiary of Royal China, Inc. or has any connection therewith other than that of a purchaser and distributor of the products of Royal China, Inc.;

3. Representing that competitors of respondents, or of any one or more of respondents, have discontinued certain business activities when such competitors are engaged in such business activities;

4. Representing that products of such competitors are "seconds" or are inferior to first quality merchandise, when such products are of first quality.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-5829; Filed, August 8, 1941;
11:30 a. m.]

[Docket No. 4195]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF AMERICAN INSTITUTE OF BUSINESS ADMINISTRATION, INC., ET AL.

§ 3.6 (a) 14) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Individual or private business as educational or research institution: § 3.96 (b)*

3) Using misleading name—Vendor—Individual or private business being educational or research institution. In connection with the business of selling courses of instruction in accountancy and business law, or other educational course or courses intended for home study under the direction of respondents or either of them, by correspondence or otherwise, in commerce, and on the part of respondent corporation, its officers, etc., and respondent Kline, individually and as president thereof, his agents, etc., and among other things, as in order set forth, using the term "Institute" as a part of the name of the corporate respondent, or using such term in any other manner to describe or refer to the aforesaid business activities of respondents or either of

them, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, American Institute of Business Administration, Inc., et al., Docket 4195, July 24, 1941]

§ 3.6 (a) 3) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Business connections or arrangements with others: § 3.6 (a) 14) Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Individual or private business as educational or research institution: § 3.6 (a) 29) Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Size.* In connection with the business of selling courses of instruction in accountancy and business law, or other educational course or courses intended for home study under the direction of respondents, or either of them, by correspondence or otherwise, in commerce, and on the part of respondent corporation, its officers, etc., and respondent Kline, individually and as president thereof, his agents, etc., and among other things, as in order set forth, (1) representing, by use of the word "chapters", or by any other designation, that the corporate respondent is the parent head of nationally organized local groups of business executives, administrators, accountants, or other special representatives of business; (2) representing, in any manner, that their activities are national, or international, in scope, or conducted through a national or an international organization, or that students of their courses of instruction are enrolled throughout the United States and Canada, or that they have representatives in the principal cities of the United States, Canada, Porto Rico, Cuba and the Philippine Islands; and (3) designating the application form for the enrollment of students as "Application for Membership" and the students as "members"; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, American Institute of Business Administration, Inc., et al., Docket 4195, July 24, 1941]

In the Matter of American Institute of Business Administration, Inc., a Corporation; and Paul Kline, Individually and as President of American Institute of Business Administration, Inc.

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 24th day of July, A. D. 1941.

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answers of respondents, the testimony and other evidence introduced before duly appointed trial examiners of the

Commission designated by it to serve in this proceeding, the report of the trial examiners thereon and exceptions to said report, and briefs filed in support of the complaint and in opposition thereto; and the Commission having made its findings as to the facts and its conclusion that respondents, American Institute of Business Administration, Inc., and Paul Kline, individually and as president of American Institute of Business Administration, Inc., have violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondent American Institute of Business Administration, Inc., a corporation, its officers, directors, agents, representatives and employees, and respondent Paul Kline, individually and as president of American Institute of Business Administration, Inc., his agents, representatives and employees, directly or indirectly or through any corporate or other device, in connection with the business of selling courses of instruction in accountancy and business law, or other educational course or courses intended for home study under the direction of said respondents or either of them, by correspondence or otherwise, in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Using the term "Institute" as a part of the name of the corporate respondent, or using such term in any other manner to describe or refer to the aforesaid business activities of respondents or either of them;

(2) Representing, by use of the word "chapters," or by any other designation, that the corporate respondent is the parent head of nationally organized local groups of business executives, administrators, accountants, or other special representatives of business;

(3) Representing, in any manner, that their activities are national, or international, in scope, or conducted through a national or an international organization, or that students of their courses of instruction are enrolled throughout the United States and Canada, or that they have representatives in the principal cities of the United States, Canada, Porto Rico, Cuba and the Philippine Islands;

(4) Designating the application form for the enrollment of students as "Application for Membership" and the students as "members."

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-5830; Filed, August 8, 1941;
11:30 a. m.]

PART 153—BEAUTY AND BARBER EQUIPMENT AND SUPPLIES INDUSTRY

[File No. 21-362]

PROMULGATION OF TRADE PRACTICE RULES

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 5th day of August, A. D. 1941.

Due proceedings having been held under the trade practice conference procedure in pursuance of the Act of Congress approved September 26, 1914, as amended (Federal Trade Commission Act), and other provisions of law administered by the Commission;

It is now ordered, That the trade practice rules of Group I, as hereinafter set forth, which have been approved by the Commission in this proceeding, be promulgated as of August 9, 1941.

Statement by the Commission

Trade practice rules for the Beauty and Barber Equipment and Supplies Industry, as hereinafter set forth, are promulgated by the Federal Trade Commission under its trade practice conference procedure.

The rules are directed to the elimination and prevention of misrepresentation and deception and other unfair trade practices or selling methods, to the end that the business of the industry may be conducted under free and fair competitive conditions and that the public, as well as the industry, may be protected from such harmful and unfair acts. As promulgated, the provisions of the rules relate to the sale and distribution, by manufacturers, importers, dealer-wholesalers, jobbers, and other marketers, of the products of the industry consisting of a wide range of beauty and barber preparations; also, of the various articles or items of equipment, furnishings, and supplies used by or marketed through beauty parlors, hair-dressing establishments, and barber shops. According to statistical information furnished the Commission, the annual volume of business in such products aggregates approximately \$80,000,000 at wholesale.

The proceeding for establishment of trade practice rules was instituted upon application from the industry. In the course thereof a general trade practice conference, under the auspices of the Commission, was held in Chicago, Illinois. At such conference proposed rules were considered, and were thereupon submitted on behalf of the industry to the Commission for its consideration. Following preliminary study and necessary revisions, a complete draft of proposed rules in appropriate form was made available to all interested or affected parties upon public notice whereby they were afforded opportunity to present their views to the Commission, including such pertinent information, suggestions or objections as they desired to submit, and to be heard in the premises. Accordingly, public hearing pursuant to such notice was held in Washington, D. C., and all matters

there presented, or otherwise submitted, were duly received and considered.

Upon consideration of the entire matter final action has been taken by the Commission, whereby it has approved the rules hereinafter appearing in Group I. Such provisions supersede and replace the former rules for the Beauty and Barber Supply Dealers' Industry issued on November 12, 1931, which former rules have now become void.

The Rules

These rules promulgated by the Commission are designed to foster and promote the maintenance of fair competitive conditions in the interest of the industry and the public. Their operation is to be directed toward this end and is not to permit of the use of any practice which suppresses competition, restrains trade, fixes or controls price through combination or agreement, or which otherwise injures, destroys, or prevents competition. Such rules do not in any respect supplant, or relieve anyone of the necessity of complying with, the applicable requirements of laws relating to cosmetics, drugs, devices, or other products of this industry, or of any other applicable provisions of law.

Group I

The unfair trade practices embraced in these Group I rules are considered to be unfair methods of competition, unfair or deceptive acts or practices, or other illegal practices, prohibited under laws administered by the Federal Trade Commission; and appropriate proceedings in the public interest will be taken by the Commission to prevent the use, by any person, partnership, corporation, or other organization subject to its jurisdiction, of such unlawful practices in commerce.

§ 153.1 Deception as to industry products. It is an unfair trade practice directly or indirectly to cause or promote the sale, distribution, or use of any product of the industry by means of advertisements, descriptions, photographs, depictions, engravings, insignia, designs, illustrations, brands, labels, radio broadcasts, or other representations or selling methods.

(a) Which have the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public with respect to the manufacture, processing, packing, distribution, origin, grade, quality, quantity, serviceability, size, substance, content, condition, material, character, or price, or results obtainable from or attendant upon the use thereof; or

(b) Which are false, misleading, or deceptive by reason of the concealment or nondisclosure of material fact; or

(c) Which are false, misleading, or deceptive in any other respect.* [Rule 1]

* §§ 153.1 to 153.9, inclusive, issued under the authority contained in the Act of Sept. 26, 1914 (38 Stat. 717), as amended, and pursuant to other provisions of law administered by the Commission.

NOTE: Among the inhibitions of this rule, but not in limitation thereof, is the "false advertisement" of any "cosmetic", "device", or "drug", as such terms are defined in Section 15 of the Federal Trade Commission Act.

§ 153.2 Misuse of word "free". The use of the word "Free", or the equivalent thereof, where not properly or fairly qualified when the article is in fact not free, with the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 2]

§ 153.3 Misrepresentation as to price reductions. It is an unfair trade practice for any member of the industry to represent, in advertising or otherwise, that the price of any article, commodity, or other product, has been reduced from what is in fact a fictitious price, or that such price is a reduced or a special price when such price is in fact the regular selling price of such article, commodity, or other product, or that the regular price thereof is higher when such is not the fact, or to otherwise falsely or deceptively represent the past or current price of any article, commodity, or other product.* [Rule 3]

§ 153.4 Imitation of trade-marks, trade names, etc. The imitation of trade-marks, trade names, labels, brands, or containers, or any other distinctive and exclusively owned words, phrases, subtitles, or marks of competitors, with the capacity and tendency or effect of thereby misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 4]

§ 153.5 False invoicing. Withholding from or inserting in an invoice, billing, or statement any material information by reason of which omission or insertion a false record is made, wholly or in part, of the transaction which such invoice or billing or statement purports to represent, with the effect of thereby misleading or deceiving the purchasing or consuming public, is an unfair trade practice.* [Rule 5]

§ 153.6 "Push money", "spiffs", etc. It is an unfair trade practice for any member of the industry, directly or indirectly, to give, pay, or contract to pay, to any clerk or salesperson of any customer-dealer handling two or more competitive brands of merchandise, "push money", "spiffs", or any other bonus, gratuity, or payment, as an inducement or encouragement to push or promote the sale of such member's product or products over competing products of other members in the industry,

(a) With the capacity and tendency or effect of thereby causing the purchasing or consuming public, when making purchases of such products, to be misled or deceived into the erroneous belief that such clerk or salesperson is free from any such special interest or influence, or is not so subsidized or paid by such member; or

(b) With the capacity and tendency or effect of thereby hampering and un-

duly restricting the legitimate, free, and full use and enjoyment of such retail trade outlets for the distribution to the public of competing products; or

(c) With the purpose or effect, directly or indirectly, of otherwise substantially lessening competition or unreasonably restraining trade in the marketing of the products of the industry; or

(d) With the effect of thereby bringing about the granting of an illegally discriminatory service, payment, or price contrary to Section 2 of the Clayton Act as amended by the Act of Congress approved June 19, 1936, known as the Robinson-Patman Act.

Nothing in this section shall be construed to prohibit any sales plan which involves no deception, illegal discrimination, monopolistic practices, or other illegal effects or practices.* [Rule 6]

§ 153.7 *Inducing breach of contract.* Inducing or attempting to induce the breach of existing lawful contracts between competitors and their customers or their suppliers by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any such means, with the purpose and effect of unduly hampering, injuring, or prejudicing competitors in their businesses, is an unfair trade practice.* [Rule 7]

§ 153.8 *Defamation of competitors or disparagement of their products.* The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations, or the false disparagement of the grade, quality, or manufacture of the products of competitors, or of their business methods, selling prices, values, credit terms, policies, or services, is an unfair trade practice.* [Rule 8]

§ 153.9 *Aiding or abetting use of unfair trade practices.* It is an unfair trade practice for any person, firm, or corporation to aid, abet, coerce, or induce another, directly or indirectly, to use or promote the use of any unfair trade practice specified in these rules.* [Rule 9]

A committee on trade practices is hereby created by the industry to cooperate with the Federal Trade Commission and to perform such acts as may be legal and proper to put these rules into effect.

Promulgated and Issued by the Federal Trade Commission, August 9, 1941.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-5827; Filed, August 8, 1941;
11:29 a. m.]

TITLE 25—INDIANS

CHAPTER I—OFFICE OF INDIAN AFFAIRS

PART 177—AGRICULTURAL AND GRAZING LEASES, OSAGE NATION, OKLAHOMA

Section 177.15 set out below, is hereby repealed:

§ 177.15 *Surface rights under oil and gas leases.* When leases covering the surface rights are taken by oil or gas lessees such leases shall be made upon the form provided for that purpose.

Date: July 25, 1941.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 41-5811; Filed, August 8, 1941;
10:08 a. m.]

PART 276—LICENSED INDIAN TRADERS

Part 276 is amended by adding thereto § 276.26 to read as follows:

§ 276.26 *Infectious plants.* Traders shall not introduce into, sell, or spread within Indian reservations any plant, plant product, seed, or any type of vegetation, which is infested, or infected or which might act as a carrier of any pests of infectious, transmissible, or contagious diseases, as determined by the laws and regulations of the State for plant quarantine and pest control. For the purpose of enforcement of this provision State officers may enter Indian reservations, with the consent of the superintendent, to inspect the premises of such traders and otherwise to execute such State laws and regulations. (Sec. 5, 19 Stat. 200, 31 Stat. 1066, sec. 10, 32 Stat. 1009, 45 Stat. 1185; 25 U.S.C. 261, 262, 231)

Date: July 26, 1941.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 41-5812; Filed, August 8, 1941;
10:08 a. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-771]

PART 330—MINIMUM PRICE SCHEDULE, DISTRICT NO. 10

FINDINGS OF FACT, CONCLUSIONS OF LAW, MEMORANDUM OPINION AND ORDER OF THE DIRECTOR IN THE MATTER OF THE PETITION OF DISTRICT BOARD 10, REQUESTING REVISION OF THE EFFECTIVE MINIMUM PRICES ESTABLISHED FOR CERTAIN TRUCK MINES IN MARSHALL COUNTY, SECTION 2 OF DISTRICT NO. 10

This proceeding was instituted upon an original petition filed with the Bituminous Coal Division on March 24, 1941, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, by District Board 10. The petition requests that the effective minimum prices established for fourteen truck mines in Marshall County, Illinois, in Section 2 of District No. 10, be revised.

In accordance with the prayer for temporary relief contained in the petition and in the absence of opposition thereto, the Director, in an Order dated April 23, 1941, 6 F.R. 2129, granted temporary relief as requested.

Pursuant to Order of the Director dated April 23, 1941, and after due notice to all interested persons, a public hearing was held in this matter on May 20, 1941, before Edward J. Hayes, a duly designated examiner of the Bituminous Coal Division in Washington, D. C. At the hearing all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses and otherwise be heard. The original petitioner appeared. At the conclusion of the hearing the preparation and filing of a report by the Examiner was waived and the matter was thereupon submitted to the Director, who has considered the record herein.

The instant petition of the District Board requests a revision in the effective minimum prices established for the coals of fourteen mines located in Marshall County, Illinois, R. J. Henderson, Secretary of the Bituminous Coal Producers Board for District No. 10, called as a wit-

are designed to preserve the existing fair competitive opportunities of these mines prior to October 1, 1940.

The uncontested evidence shows, and I find that:

The minimum prices as shown in the attached schedule for the coals specified therein are proper, reflect the relative market values of these coals, conform in all respects with the effective minimum prices heretofore established for comparable coals, and preserve fair competitive opportunities as these existed prior to October 1, 1940.

Now, therefore, it is ordered, That commencing fifteen (15) days from the date of this Order § 330.25 (General prices in cents per net ton for shipment into all market areas) in the Schedule of Effective Minimum Prices for District No. 10 for Truck Shipments be and the same hereby is amended in accordance with the supplement annexed hereto and made a part hereof.

DATE. AUGUST 5, 1911.

TEMPORARY EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 10

NOTE: The material contained in this temporary supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 330, Minimum Price Schedule for District No. 10 and supplements thereto.

FOR TRUCK SHIPMENTS

General prices in cents per net ton for shipment into oil market areas—Supplement

effectuated in Docket No. A-507 pursuant to Article 10 of the Director's Decree.

1F B Doc 41-5782. Filed August 7 1941. 10:08 a.m.]

[Docket No. A-9355]
**PART 331—MINIMUM PRICE SCHEDULE,
 DISTRICT NO. 11**
**ORDER GRANTING TEMPORARY RELIEF AND
 CONDITIONALLY PROVIDING FOR FINAL
 RELIEF IN THE MATTER OF THE PETITION
 OF DISTRICT BOARD NO. 11 FOR THE ES-
 TABLISHMENT OF PRICE CLASSIFICATIONS
 AND MINIMUM PRICES FOR TRUCK SHIP-
 MENT FOR THE COALS PRODUCED AT CERTAIN
 MINES IN DISTRICT NO. 11**
 An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, re-

questing the establishment, both temporary and permanent, of price classifications and minimum prices for truck shipment for the coals produced at the mines of certain code members in District No. 11; and
 It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and
 No petitions of intervention having been filed with the Division in the above-entitled matter; and
 The following action being deemed necessary in order to effectuate the purposes of the Act;

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 11

NOTE: The material contained in this supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 331. Minimum Price Schedule for District No. 11 and supplements thereto.

FOR TRUCK SHIPMENTS

§ 331.24 General prices in cents per net ton for shipment into all market areas—Supplement T

Code member index	Mine index No.	Mine	Seam	Prices and size group Nos.																																	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
CLAY COUNTY																																					
Buckeye Coal Co. (La Vern Gibson).....	135	Buckeye No. 2.....	M	310	285	265	255	250	245	215	215	195	185	155	145	80	50	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
CLAY AND SULLIVAN COUNTIES																																					
Sink, Ben H. (Sink Coal Company).....	137	Alum Cave.....	5	260	245	240	230	225	220	180	185	170	165	135	125	70	40	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
GREENE COUNTY																																					
Lohr-Young Coal Co.	138	Lyons.....	6	275	270	265	250	225	220	180	185	175	170	165	125	70	40	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

[F. R. Doc. 41-5763; Filed, August 7, 1941; 10:03 a. m.]

filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II. (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief granted as follows: Commencing forthwith, § 331.24 (General prices in cents per net ton for shipment into all market areas) is amended by adding thereto Supplement T, which supplement is hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate or modify the temporary relief herein granted, may be

[SEAL] DAN H. WHEELER,
 Acting Director.

FEDERAL REGISTER, Saturday, August 9, 1941

[Docket No. A-9211]
**PART 340—MINIMUM PRICE SCHEDULE,
 DISTRICT NO. 20**
**ORDER GRANTING TEMPORARY RELIEF AND
 CONDITIONALLY PROVIDING FOR FINAL RE-
 LIEF IN THE MATTER OF THE PETITION OF
 DISTRICT BOARD NO. 20 FOR THE ESTAB-
 LISHMENT OF PRICE CLASSIFICATIONS AND
 MINIMUM PRICES FOR THE COALS, FOR
 TRUCK SHIPMENT, PRODUCED AT CERTAIN
 MINES IN DISTRICT NO. 20**

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for truck shipment for the coals produced at the mines of certain code members in District No. 20; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 20
 NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 340, Minimum Price Schedule for District No. 20 and supplements thereto.

FOR TRUCK SHIPMENTS**§ 340.4 Code member price index—Supplement T-I**

The following price classifications and minimum prices shall be inserted in proper alphabetical order, in Price Schedule No. 1 for District No. 20.

Producer	Mine	Mine index No.	County	Sub-district price group
Chidester, Clin & Joe (Clin Chidester).....	Chidester No. 1.....	194	Carbon.....	1
Harvey, Stanley C.....	Harvey No. 2.....	198	Carbon.....	1
McGowan, Terry (McGowan Coal Co.).....	McGowan.....	23	Carbon.....	1

**§ 340.21 General prices in cents per net ton for shipment into all market areas—
 Supplement T-II**
 Insert the following code member names, mine names, counties, and prices in proper alphabetical order under Sub-District No. 1:

SUBDISTRICT NO. 1

Code member mine name	County	Size groups												
		1	2	3	4	5	6	7	8	9	10	11	12	13
Chidester, Clin & Joe (Clin Chidester) Chidester No. 1.....	Carbon.....	380	340	325	305	310	250	225	185	175	145	135	110	230
Harvey, Stanley C. Harvey No. 2.....	Carbon.....	404	364	349	329	334	274	249	209	198	169	159	134	254
McGowan, Terry (McGowan Coal Co.) McGowan.....	Carbon.....	420	380	345	330	290	235	225	215	185	175	155	130	240

[F. R. Doc. 41-5785; Filed, August 7, 1941; 10:04 a. m.]

[Docket No. A-933]

**PART 343—MINIMUM PRICE SCHEDULE,
 DISTRICT NO. 23**

**ORDER GRANTING TEMPORARY RELIEF AND
 CONDITIONALLY PROVIDING FOR FINAL RE-
 LIEF IN THE MATTER OF THE PETITION OF
 DISTRICT BOARD NO. 23 FOR THE ESTAB-
 LISHMENT OF PRICE CLASSIFICATIONS AND
 MINIMUM PRICES FOR THE COALS PRO-
 DUCED AT THE BAYNE MINE OF JAMES
 BOLDE, A CODE MEMBER IN DISTRICT NO. 23**

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

Dated: July 30, 1941.

[SEAL] H. A. GRAY,
 Director.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals produced at the Bayne Mine of James Bolde, a code member in District No. 23; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

**§ 340.21 General prices in cents per net ton for shipment into all market areas—
 Supplement T-II**

H. A. GRAY,
 Director.

[SEAL]

Now, therefore, it is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, with § 340.4 (Code member price index) is amended by adding thereto Supplement T-I, and § 340.21 (General prices in all market areas) is amended by adding thereto Supplement T-II, which supplements are hereinafter set forth and hereby made a part hereof.

Now, therefore, it is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, with § 343.4 (Code member price index) is amended by adding thereto Supplement R-I, § 343.5 (General prices; minimum prices for shipment via rail transportation) is amended by adding thereto Supplement R-II, and § 343.21 (General prices) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate or modify the temporary relief herein granted, may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

Dated: July 30, 1941.

[SEAL]

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT No. 23
NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 343, Minimum Price Schedule for District No. 23 and supplements thereto.

FOR ALL SHIPMENTS

§ 343.4 Code member price index—Supplement R-I

The following price classification shall be made in Price Schedule No. 1 for District No. 23.

Insert the following in proper alphabetical order:

Producer	Mine	Mine Index No.	County	Sub-district price group	G
Bolde, James (Carbon Fuel Co.).....	Bayes.....	136	King.....		

§ 343.5 General prices; minimum prices for shipment via rail transportation—

Supplement R-II

Insert under "Sub-District 'G' Cumberland", (1) immediately above "Palmer Coal Co., Durham mine, Seam No. 1", and (2) immediately below the Market Area and Price Designations for the mines generally in "Sub-District 'G' Cumberland" the following: "Bolde, James (Carbon Fuel Co.), Bayne mine, Carbon Seam"; the coals of which mine have, for the Market Areas and in the Size Groups designated, the following prices:

Market area	2	3	4	5	8	9	10	11	12	14	16	18	21	23	24
208.....	430	430	425	425	425	425	425	425	425	375	375	375	325	315	175
209.....	395	395	425	425	425	425	425	425	425	375	375	375	325	315	175
210.....	445	445	435	435	435	435	435	435	435	375	375	375	325	315	175
All other.....	465	465	425	425	425	425	425	425	425	375	375	375	325	315	175

FOR TRUCK SHIPMENTS

§ 343.21 General prices—Supplement T

Insert under "Sub-District 'G' Cumberland" in proper alphabetical order the following Code Member name, Mine name, County and prices:

SUB-DISTRICT "G"

Code member, mine name, county	2	3	4	5	8	9	10	11	12	14	16	18	21	23	24
Bolde, James (Carbon Fuel Co.) Bayne Mine, King County.....	490	490	450	450	450	450	450	450	450	400	375	360	350	340	290

TITLE 32—NATIONAL DEFENSE
CHAPTER XI—OFFICE OF PRICE ADMINISTRATION AND CIVILIAN SUPPLY
(Amendment to Price Schedule No. 4)

PART 1304—IRON AND STEEL SCRAP
Section 1304.16, Appendix A—maximum prices for iron and steel scrap other than railroad scrap.

[All the prices given below are per gross ton]

I—BASING POINT* PRICES FROM WHICH SHIPPING POINT PRICES AND CONSUMERS' DELIVERED PRICES ARE TO BE COMPUTED

		Basing points													
		Steubenville, Ohio							Youngstown, Ohio						
		Wirtz, W., Va.							Westmoreland, Pa.						
Producer	Mine	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.	Johnstown, Pa.	Pittsburgh, Pa.
Bolde, James (Carbon Fuel Co.).....	Bayes.....	30.00	30.00	18.75	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
		19.00	19.00	18.75	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00
		18.00	18.00	17.75	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00
		17.50	17.50	17.25	17.50	17.50	17.50	17.50	17.50	17.50	17.50	17.50	17.50	17.50	17.50
		16.50	16.50	16.25	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50
		15.50	15.50	15.25	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50	15.50
		14.50	14.50	14.25	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50
		13.50	13.50	13.25	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50
		12.50	12.50	12.25	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
		11.50	11.50	11.25	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50	11.50
		10.50	10.50	10.25	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50	10.50
		9.50	9.50	9.25	9.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50
		8.50	8.50	8.25	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50
		7.50	7.50	7.25	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
		6.50	6.50	6.25	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50
		5.50	5.50	5.25	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
		4.50	4.50	4.25	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
		3.50	3.50	3.25	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50
		2.50	2.50	2.25	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
		1.50	1.50	1.25	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50

*This grade is 3/8-inch and heavier, cut 12 inches and under.
**This grade also may include clean agricultural cast.
***This grade is under 3/8-inch to 1/4-inch, cut 12 inches and under.
****This grade is under 1/4-inch to No. 12 gauge, cut 12 inches and under.
†A Basing Point includes its switching district.
‡The grades specified are, except Dealers No. 1 and No. 2 Bundles and Unent Structural and Plate Scraps, examined and defined in the simplified practice recommendations K-36 of the Department of Commerce which shall be the governing specifications for iron and steel scrap hereunder. Dealers' No. 1 Bundles shall consist of new, clean black sheet scrap, hydraulically compressed in a dealer's yard.
§These grades represent the major classifications of iron and steel scrap. The maximum ratios of superior or inferior grades shall continue to bear the same comparable relationship to those major grade classifications as heretofore existed between the prices of such superior or inferior grades and the prices of the major grades.
a The St. Louis Basing Point includes the switching districts of Granite City, East St. Louis, and Madison, Illinois.

16 F.R. 2886, 3061.

Basing points		Grades						Basing points		Grades						Basing points		
		Basing points			Basing points					Basing points			Basing points					
Chattanooga, Tenn.	Burdette, N. Y.	Mid-Atlantic	Ohio	Potomac	W. Va.	Ashtabula, Ky.	Ashland, Ky.	Ashtabula, Mo.	St. Louis, Mo.	Mid-Atlantic	Ohio	Potomac	W. Va.	Ala.	Chattanooga, Tenn.	17.25	16.50	
Kosciusko, Miss.	Bettelheim, Pa.	Bettelheim, Pa.	Harrisburg, Pa.	Philadelphia, Pa.	Coatesville, Pa.	Philadelphia, Pa.	Ala.	Chattanooga, Tenn.	17.25	16.50								
Claymont, Del.	Bethlehem, Pa.	Bethlehem, Pa.	Harrisburg, Pa.	Philadelphia, Pa.	Coatesville, Pa.	Philadelphia, Pa.	Ala.	Chattanooga, Tenn.	17.25	16.50								
Evansville, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Porter, Ind.	Ala.	Chattanooga, Tenn.	17.25	16.50	
No. 1 Heavy Melting Steel	18.75	18.25	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	Ala.	No. 1 Heavy Melting Steel	17.25	16.50	
No. 1 Hydraulically Compressed Black Sheet Scrap	18.75	18.25	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	18.75	Ala.	No. 1 Hydraulically Compressed Black Sheet Scrap	17.25	16.50	
No. 2 Heavy Melting Steel	17.75	17.25	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	Ala.	No. 2 Heavy Melting Steel	17.25	16.50	
Dealers' No. 1 Bundles	17.75	17.25	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	Ala.	Dealers' No. 1 Bundles	17.25	16.50	
Dealers' No. 2 Bundles	16.75	16.25	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	Ala.	Dealers' No. 2 Bundles	17.25	16.50	
Mixed Borings and Turnings	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	Ala.	Mixed Borings and Turnings	14.00	13.50	
Machine Shop Turnings	14.25	14.50	13.75	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25	14.25	Ala.	Machine Shop Turnings	14.25	13.75	
Shovelling Turnings	13.25	13.50	13.75	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	Ala.	Shovelling Turnings	13.25	13.00	
No. 1 Busheling	13.25	13.75	14.75	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	Ala.	No. 1 Busheling	13.25	13.00	
Cost Iron Borings	13.25	13.75	17.75	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	13.25	Ala.	Cost Iron Borings	13.25	13.00	
Uncut Structural & Plate Scrap	14.50	14.00	14.00	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	14.50	Ala.	Uncut Structural & Plate Scrap	14.50	13.50	
No. 1 Cupola	17.75	17.25	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	17.75	Ala.	No. 1 Cupola	17.75	17.50	
Heavy Breakable Cast	18.30	18.30	21.00	18.30	18.30	18.30	18.30	18.30	18.30	18.30	18.30	18.30	18.30	Ala.	Heavy Breakable Cast	18.30	18.00	
Shove Plate	17.00	16.00	16.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	Ala.	Shove Plate	17.00	16.50	
Low Phos Billet & Bloom Crops	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	23.75	Ala.	Low Phos Billet & Bloom Crops	23.75	23.50	
Low Phos Bar Crops & Smaller	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	21.75	Ala.	Low Phos Bar Crops & Smaller	21.75	21.50	
Low Phos Punchings & Plate Scraps	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	Ala.	Low Phos Punchings & Plate Scraps	21.00	20.50	
Machinery Cast, Cupola Size***	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	Ala.	Machinery Cast, Cupola Size***	21.00	20.50	
No. 1 Mach. Cast, drop-broken, 150 lbs. & under	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	Ala.	No. 1 Mach. Cast, drop-broken, 150 lbs. & under	20.00	19.00	
Clean Auto Cast	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	21.50	Ala.	Clean Auto Cast	21.50	19.00	
Punchings & Plate Scraps***	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	19.75	Ala.	Punchings & Plate Scraps***	19.75	19.50	
Heavy Axle & Forge Turnings	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	Ala.	Heavy Axle & Forge Turnings	18.25	16.50	
Medium Heavy Electric Furnace Turnings	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	16.75	Ala.	Medium Heavy Electric Furnace Turnings	16.75	15.00	
No. 1 Busheling	19.25	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	No. 1 Busheling	19.25	18.50	
Deferol, Mid-Ohio	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Deferol, Mid-Ohio	19.50	18.50	
Mid-Ohio	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Mid-Ohio	19.50	18.50	
Potomac	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Potomac	19.50	18.50	
Burdette, N. Y.	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Burdette, N. Y.	19.50	18.50	
Burkeville, N. Y.	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Burkeville, N. Y.	19.50	18.50	
Chattanooga, Tenn.	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Chattanooga, Tenn.	19.50	18.50	
Ohio	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Ohio	19.50	18.50	
Ala.	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	Ala.	Ala.	19.50	18.50	
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points						Basing points						Basing points					
Grades	Basing points																	

II—MAXIMUM PRICE AT SHIPPING POINT

A "shipping point" is the point from which the scrap is to be shipped to a consumer.

The maximum price at which a grade of scrap may be sold f.o.b. its point of shipment is the Shipping Point Price of such scrap.

A "shipping point price" is computed as follows:

(a) *For shipping points located within a basing point.* The price established above for the Basing Point in which the Shipping Point is located, is determined. There are then deducted from this price the actual costs involved in transporting scrap from the Shipping Point to the consumer's plant within the Basing Point which is nearest, in terms of transportation costs, to the Shipping Point.

(b) *For shipping points located outside a basing point.* The price established above for the Basing Point nearest, in terms of transportation charges, to the Shipping Point is determined. There is then deducted from this price the lowest established charge for transporting scrap from the Shipping Point to such Basing Point. The figure thus obtained is the Shipping Point Price, with the following exceptions:

1. The Shipping Point Price at any Shipping Point in New England, of those grades of scrap for which no prices are listed at the Basing Points established for New England in Paragraph I, hereof, shall be the Johnstown Basing Point Price as set forth in Paragraph I, hereof, minus the all-rail transportation costs from the New England Shipping Point to Johnstown. However, the Shipping Point Price at any Shipping Point in New England of those grades of scrap for which prices are listed at the Basing Points, in New England established in Paragraph I, hereof, shall be computed from those New England Basing Point Prices.

2. Shipping Point Prices for any Shipping Point in New York City, Brooklyn, and New Jersey, which, by reason of barge rates, are nearest in terms of transportation charges to the Buffalo Basing Point, shall not be computed from the Buffalo Basing Point, but shall be computed from the Bethlehem, Pennsylvania, Basing Point.

III—MAXIMUM PRICES DELIVERED TO A CONSUMER WHEREVER LOCATED

The maximum price at which any grade of scrap may be delivered to the plant of a consumer wherever located is the Shipping Point Price as determined in Paragraph II above, plus actual transportation charges from the Shipping Point to the consumer's plant. Where shipment is by water, actual handling charges at the dock of not more than 75 cents per gross ton may be included as a part of transportation charges, but must be shown as separate charges on all invoices. In no case, however, shall

this maximum price exceed by more than one dollar the prices set forth in Paragraph I above, for the Basing Point nearest, in terms of established transportation charges, to the consumer's plant.

IV—BILLET AND BLOOM CROPS ORIGINATING IN PITTSBURGH, PA.

Where the grade of scrap classified as billet and bloom crops originates in the Pittsburgh Basing Point, it may be sold delivered to a consumer, located within or without the Pittsburgh Basing Point, at the price established in Paragraph I, hereof, for Pittsburgh, Pa. plus not more than \$2.50 in transportation charges from the point of origin to the consumer's plant. In no case shall the consumer pay a sum in excess of the price established under Paragraph I, hereof, for the Pittsburgh Basing Point plus the lowest established charge for transporting the scrap from the point of origin to the consumer's plant.

V—UNPREPARED SCRAP

The maximum prices established hereinabove are maximum prices for prepared scrap.

For unprepared scrap, irrespective of source, maximum prices shall be \$2.50 less than the maximum prices for the corresponding grade or grades of prepared scrap.

VI—REMOTE CONTROL

Scrap located beyond the zone from which the railroad freight rate to Pittsburgh is \$11.20, shall be considered remote scrap. The Shipping Point Price of such scrap shall be determined as in Paragraph II hereinabove. In order to facilitate the flow of remote scrap, consumers who can establish a need for such scrap but who, because of the transportation charges involved, cannot deliver such scrap to their plants under the ceiling delivered prices established in Paragraph III, (ii), above, may apply to the Office of Price Administration and Civilian Supply, Washington, D. C., for permission to absorb the additional transportation charges necessary to secure such scrap. Application by consumers must be fully detailed, including an affidavit setting forth the point of shipment of the scrap, the grade, quantity, price and shipping point, proposed delivery prices, the transportation charges from the shipping point to the nearest Basing Point, and the transportation charges from the shipping point to the consumer's plant. The application should be accompanied by an affidavit from the consumer establishing its need for remote scrap and stating its willingness to accept such scrap at the price quoted.

Only applications for purchases which would involve actual delivery of 500 tons of scrap per month from one Shipping

Point to one consumer destination will be considered.

The approval of the Office of Price Administration and Civilian Supply shall be obtained before consumers may absorb the additional transportation charges necessary to secure remote scrap.

Section 1304.17, Appendix B, of Price Schedule No. 4 is amended by striking therefrom Minnequa as a Basing Point in Paragraph I, A, 1., thereof.

Section 1304.18, Appendix C, of Price Schedule No. 4 is amended to read as follows:

§ 1304.18 Appendix C—Maximum prices for iron and steel scrap for export from the United States.

Per Gross Ton, F. A. S. and F. O. B. Point of Export.

1. *Other than railroad scrap.* The maximum export price of any grade of iron and steel scrap other than railroad scrap shall be the maximum Shipping Point Price derived under Paragraph II of Appendix A, plus the actual charge for transporting the scrap from the Shipping Point to the place of export. For scrap exported by ship this maximum export price shall be F. A. S. the place of export and *actual* costs incident to shipment for export may be added if shown as a separate charge on the invoice. For scrap exported by means other than by ship, this maximum export price shall be F. O. B. the place of export. Commission of the domestic broker may be added as provided in Section 1304.6 of this Schedule and must be shown as a separate charge on the invoice.

2. *Scrap originating from railroads.* The maximum export price of any grade of iron and steel scrap of railroad origin shall be the maximum price established and determined under Appendix B for a consumer located on the line of the railroad originator of the scrap plus actual transportation charges from the line to the place of export. For scrap originating from a railroad not operating at a Basing Point, no transportation charges shall be added to the maximum prices of such scrap as determined under Appendix B. For scrap exported by ship these maximum export prices shall be F. A. S. the place of export and *actual* costs incident to shipment for export may be added if shown as a separate charge on the invoice. For scrap exported by means other than by ship, this maximum export price shall be F. O. B. the place of export. Commission of the domestic broker may be added as provided in § 1304.6 of this Schedule and must be shown as a separate charge on the invoice.

(Executive Order No. 8734.)

Issued this 7th day of August 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-5805; Filed, August 7, 1941;
11:41 a. m.]

[Amendment to Price Schedule No. 11]

PART 1316—COTTON TEXTILES

COTTON GREY GOODS

Section 1316.2¹ is hereby amended by inserting after paragraph (a) (2) thereof the following subparagraph:

§ 1316.2 Maximum prices established for cotton grey goods. (a) *

(3) The prices established herein are not applicable to sales or deliveries of cotton grey goods made by any wholesaler, jobber or retailer in the performance of a recognized distributive function. *Provided, however,* That sales and deliveries of cotton grey goods (i) by the manufacturer thereof or by any agent of such manufacturer, or (ii) to a converter or finisher, shall in no case be made at any price in excess of the maxima established in § 1316.7.

Issued this 8th day of August, 1941.

LEON HENDERSON,
Administrator.

[F. R. Doc. 41-5837; Filed, August 8, 1941;
11:50 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 535 ac-32]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: BELL AIRCRAFT CORPORATION,
2050 ELMWOOD AVENUE, BUFFALO, NEW
YORK

Contract² for: * * * Airplanes,
Spare Parts Therefor and Data.

Amount: \$7,407,540.00.

Place: Matériel Division, Air Corps,
U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority listed below, the available balance of which is sufficient to cover cost of same: AC 299 P 112-30 A 0021-13.

This contract entered into this 5th day of June 1941.

Scope of this contract. The contractor shall furnish and deliver * * * airplanes, spare parts therefor and data for the consideration stated not to exceed seven million four hundred seven thousand five hundred forty dollars (\$7-407,540.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifica-

tions, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

Fire insurance. The Contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government. Such property is to be considered as delivered to the Government upon its final acceptance.

Partial payments. Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

Price adjustment. The contract prices stated in this contract for airplanes and spare parts are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the airplanes and spare parts.

Advance payments. At any time and from time to time, after the approval of this contract, at the request of the Contractor and subject to the approval of the Chief of the Air Corps as to the necessity therefor, the Government shall advance to the Contractor, without payment of interest therefor by the Contractor, sums not to exceed two million two hundred twenty two thousand two hundred sixty two dollars (\$2,222,262.00) or thirty percentum (30%) of the contract price, as it may be amended, whichever shall be the smaller.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of Section 1 Act of July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5814; Filed, August 8, 1941;
10:12 a. m.]

[Supplemental Contract No. A]

SUMMARY OF SUPPLEMENTAL CONTRACT¹ TO COST-PLUS-A-FIXED-FEE CONTRACT NO. W 6977 QM-1, DATED OCTOBER 29, 1940,² COLLATERAL TO CONTRACT NO. W-ORD-482 DATED OCT. 23, 1940 BETWEEN THE UNITED STATES OF AMERICA AND ATLAS POWDER COMPANY AS AMENDED AND MODIFIED BY SUPPLEMENTAL CONTRACT W-ORD-482, SUPP. 1, DATED MAY 29, 1941, FOR THE CONSTRUCTION AND EQUIPMENT OF A PLANT FOR THE MANUFACTURE OF TNT AND DNT AT WELDON SPRING, MISSOURI

CONTRACTOR: FRASER-BRACE ENGINEERING COMPANY, INC., 10 EAST 40TH STREET, NEW YORK, N. Y.

Estimated cost: Original, \$10,863,000; supplemental, \$13,846,470; cumulative total including prior changes, \$24,709,470.

Fixed fee: Original, \$461,700; supplemental, \$284,590; cumulative total including prior changes, \$746,290.

Supplemental contract for: The construction and equipment, including the design and engineering incident thereto, of a plant for the manufacture of Trinitrotoluene and Dinitrotoluene.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. ORD 7401 and ORD 7890 PL 29-77-A 0540-12, the available balance of which is sufficient to cover the cost of same.

This supplemental contract, entered into this 9th day of June 1941.

There is now in full force and effect between the parties hereto a certain contract which provides for the construction and equipment, including design and engineering incident thereto, of a plant to manufacture trinitrotoluene and dinitrotoluene at Weldon Spring, Missouri bearing date of October 29, 1940, and being identified as collateral Contract No. W 6977 qm-1; (hereinafter referred to as the "principal contract").

The parties do hereby mutually agree that the said principal contract above

¹ Approved by the Under Secretary of War, June 26, 1941.

² 6 F.R. 630.

¹ 6 F.R. 3181.

² Approved by the Under Secretary of War, June 11, 1941.

described shall be and the same is hereby modified in the following manner:

Delete subparagraph a, paragraph 1, of Article I relating to the statement of work, and insert in lieu thereof the following:

a. The construction and equipping of a plant for the manufacture of TNT and DNT having an estimated capacity of * * * pounds of TNT and * * * pounds of DNT per day of * * * hours.

Delete the first sentence of paragraph 2 of Article I, relating to the estimated cost of work, and insert in lieu thereof:

2. It is estimated that the total cost of the construction work covered by this contract will be approximately twenty-four million seven hundred nine thousand, four hundred seventy dollars (\$24,709,470) exclusive of the contractor's fee.

Delete subparagraph "c" of paragraph 3 of Article I relating to the fixed-fee, and insert in lieu thereof the following:

c. A fixed-fee in the amount of seven hundred forty-six thousand, two hundred ninety dollars (\$746,290) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The principal contract, except as modified and amended by this instrument, shall be and remain in full force and effect.

This supplemental contract is authorized by Public No. 703, 76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5815; Filed, August 8, 1941;
10:12 a. m.]

[Contract No. W 953 ORD-12]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: INTERNATIONAL HARVESTER COMPANY, CHICAGO, ILLINOIS

Contract¹ for: * * * Guns, Automatic, * * * Government Owned Facilities.

Amount: \$8,451,000.00, \$3,462,400.00; total, \$11,913,400.00.

Place: Watervliet Arsenal, Watervliet, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authorities shown below, the available balances of which are sufficient to cover the cost thereof: (953) ORD 50067 PO24-30 A 0020-13.

This contract, entered into this 23d day of April 1941.

¹ Approved by the Chief of Ordnance, June 30, 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Guns, * * *, Automatic for the consideration stated, \$8,451,000.00. The contractor will obtain and install manufacturing facilities, which will become the property of the United States Government, the actual cost of which shall not exceed, \$3,462,400.00; total, \$11,913,400.00; in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 1 A. The United States reserves the right to increase the number of GUNS, Automatic, * * *, to be furnished on this contract, at a price which will be lower than \$* * * per unit, such price to be negotiated at the time this option is exercised.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. *Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ART. 18. (a) The contractor will obtain at the expense of the Government machines, tools, fixtures, and work gages in facilities provided by the contractor. The actual cost, which shall not exceed \$3,462,400, of all of the equipment will be borne by the Government. All purchases of machines, tools, fixtures and work gages will be approved by the contracting officer prior to purchase by the contractor.

(b) Title of all property which shall be purchased by the contractor on behalf of the Government together with all property furnished by the Government to the Contractor in connection with this contract shall vest in the Government.

ART. 25. *Termination when contractor not in default.* If, in the opinion of the Contracting Officer upon the approval of

the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the Act of July 2, 1940 (Public No. 703—76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5816; Filed, August 8, 1941;
10:12 a. m.]

[Contract No. W 478 ORD-1317]

SUMMARY OF EMERGENCY PLANT FACILITIES CONTRACT

CONTRACTOR: THE BULLARD COMPANY, BRIDGEPORT, CONNECTICUT.

Contract¹ for: Acquisition or construction of emergency plant facilities for the manufacture of vertical turret lathes.

Place: Bridgeport, Connecticut.
Estimated cost of emergency plant facilities: \$3,909,667.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

(ORD 8596 P99 A0141-01)

(ORD 8596 P99 A(0141) .116-01)

This contract, entered into this 2d day of June 1941.

ARTICLE I. *Emergency plant facilities to be acquired or constructed.* 1. The Contractor shall, with due expedition by contract with others or otherwise, acquire or construct at Bridgeport, Connecticut, the Emergency Plant Facilities generally described below and set forth in further detail in Appendix A hereto annexed, furnishing or causing to be furnished the labor, materials, tools, machinery, equipment, facilities, supplies and services, and doing or causing to be done all other things necessary for the acquisition or construction of such Emergency Plant Facilities. The Emergency Plant Facilities are designated as constituting Additions to an Existing Plant. All of said Emergency Plant Facilities shall be in general accordance with the instructions and description in Appendix A.

2. It is estimated that the total cost of the acquisition or construction of the Emergency Plant Facilities will be approximately three million, nine hundred nine thousand, six hundred sixty-seven dollars (\$3,909,667).

4. The title to all the Emergency Plant Facilities shall be in the Contractor. The Contractor shall, however, allow no

¹ Approved by the Under Secretary of War, June 27, 1941.

mortgage or other lien to be an encumbrance upon the Emergency Plant Facilities (including the lien of any mortgage now existing upon property to the Contractor and any lien existing upon the facilities prior to their acquisition), and shall make no conveyance or transfer of such Facilities or of any item thereof, unless the written consent thereto of the Secretary of War or his duly authorized representative is first obtained (except as otherwise provided in section 2 of Article IV): *Provided*, That in the event of the assignment of claims arising out of this contract in accordance with the provisions of Article VII hereof, the Government will not, because a mortgage or other lien has become an encumbrance upon the Emergency Plant Facilities in violation of the provisions of this Section refuse payment of sums due as Government Reimbursement for Plant Costs in excess of the indebtedness secured by such mortgage or other lien.

7. Except as provided in sections 5 and 6 of this Article no salaries of the Contractor's executive officers, no part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expenses of the Contractor of any kind shall be included in the cost of the work as set forth in the Final Cost Certificate. Interest on funds expended, as shown by the monthly and annual statements provided for under Section 5 of this Article, shall be included in such cost.

8. The contractor shall, to the extent of its ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications available to the Contractor, and when unable to take advantage of such benefits it shall promptly notify the Contracting Officer in writing to that effect and the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all such cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications which have accrued to the benefit of the Contractor, or would so have accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor shall not be deducted from gross costs.

9. In the event that, after the filing of the Final Cost Certificate in connection with the Emergency Plant Facilities described in Appendix A, the Contracting Officer shall determine that further Emergency Plant Facilities, either in connection with a Complete Separate Plant or an addition to an Existing Plant are required for the purpose contemplated in this contract, he may enter into a contract amending this contract and Appendix A and subject to the limitations of section 1 of Article II the additional cost of such further Emergency Plant Facilities shall be determined by the filing

of an amendment to the Final Cost Certificate in the same manner as hereinbefore provided in respect of the Final Cost Certificate.

ART. III. *Disposition of emergency plant facilities on termination or cancellation.* The Contracting Officer may at any time give written notice (hereinafter called the Termination Notice) to the Contractor terminating this contract. Upon receipt of the Termination Notice the Contractor shall, in the event that the acquisition and construction of the Emergency Plant Facilities shall not have been completed, proceed with the steps to be taken by it under section 5 of Article II.

2. *Rights of the contractor.* (a) The Contractor shall have the right, exercisable by a written notice (hereinafter referred to as the Retention Notice), given within 90 days (1) after the giving of a Termination Notice by either party, or (2) after the termination of this contract under section 3 of Article II hereof, to retain under this paragraph for its own use outright, free of any interest of the Government, and/or to negotiate under paragraph (b) of this Section for such retention of, any Addition to an Existing Plant and/or the entire Emergency Plant Facilities.

(c) In respect of any of the Emergency Plant Facilities not designated in the Retention Notice for either retention by the Contractor or for negotiation, the Contractor shall promptly after the giving of the Retention Notice transfer the same (including any machinery, equipment, buildings, or part thereof, but not including the title to any land) to the Government free and clear of all mortgages or liens not theretofore consented to by the Secretary of War or his duly authorized representative. If no Retention Notice be given within the time allowed for such notice under section 2 of this Article, the Contractor shall promptly upon the termination of the time allowed for such notice transfer the entire Emergency Plant Facilities (including any machinery, equipment, buildings or part thereof, but not including the title to any land) to the Government free and clear of all mortgages and liens not theretofore consented to by the Secretary of War or his duly authorized representative.

(e) To the extent permitted by law the Contractor shall have the right, with respect to any of the facilities not retained by the Contractor under paragraphs (a) or (b) of this Section, to negotiate with the Contracting Officer with reference to the leasing of all or any part thereof for such period and upon such terms (including provision for renewal and an option to purchase the same) as the Contractor and the Contracting Officer may agree upon, subject to the approval of the Secretary of War or his duly authorized representative.

3. *Rights of the Government.* (a) The Contractor agrees to furnish

promptly to the Government in regard to any Emergency Plant Facilities which it transfers to the Government under any provision of Section 2 of this Article, without extra compensation therefor, all designs, drawings, specifications, blue prints, notes and data directly pertaining to such facilities only and which are a part of such facilities, including those relating to equipment, dies, tools, jigs and fixtures which are a part of such facilities.

ART. IV. *Loss or destruction of facilities and maintenance.* 1. In the event that all of the Emergency Plant Facilities or any item or group of items thereof shall, prior to the transfer by the Contractor to Government, be destroyed or damaged by the operation of any risk required to be covered in respect of such facilities in insurance under Section 4 of Article 1 hereof, or of any risk in respect thereof actually covered by insurance carried by the Contractor, the Contractor shall immediately notify in writing the Contracting Officer and may on its own initiative, and the Government may by written notice given within 60 days require the Contractor, to apply the proceeds of the insurance coverage in respect of such facilities to the restoration, reconditioning or replacement, thereof.

ART. VII. *Assignment of contractor's claims.* 1. Claims for monies due or to become due to the Contractor from the Government arising out of this contract may be assigned to any bank, trust company or other financing institution, including any Federal lending agency; and any such assignment may cover all or any part of any claim or claims arising or to arise out of this contract and may be made to any one or more such institutions or to any one party as agent or trustee for two or more such institutions participating in the financing of this contract. Any claims so assigned may be subject to further assignment; and any bond, promissory note or other evidence of indebtedness secured by any such assignment may be rediscounted, hypothecated as collateral for a loan or credit, or sold with or without recourse. In the event of the assignment or reassignment of any claim for monies due or to become due under this contract the assignee thereof shall file written notice of the assignment or reassignment together with a true copy of the instrument of assignment or reassignment with (a) the General Accounting Office of the Government, (b) the Contracting Officer or the Secretary of War, (c) the surety or sureties upon the bond or bonds, if any, in connection with such contract, and (d) with the Finance Officer * * * who is hereby designated to make all payments under this contract. In no event shall copies of any plans, specifications, or other similar documents marked "Secret," "Confidential," or "Restricted," and annexed or attached to this contract be furnished to any assignee of any claim arising under this

contract or to any other person not otherwise entitled to receive the same.

ART. VIII. *Tax amortization.* In the event that the Contractor makes application to the Advisory Commission to the Council of National Defense and to the War Department for a Certificate with respect to terms contained in this contract or the necessity for any item or group of items of the Emergency Plant Facilities under Sections 23 and 124 of the Internal Revenue Code in accordance with rules governing such applications and the Contractor is thereafter refused the issuance of such certificate by either such Commission or the War Department, this contract shall terminate forthwith with the same effect as though a termination notice had been filed pursuant to section 1 of Article III hereof. (This contract is authorized by the following laws: Act of July 2, 1940 (Public No. 703, 76th Congress); Act of Sept. 9, 1940 (Public No. 781, 76th Congress.)

FRANK W. BULLOCK,

Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5817; Filed, August 8, 1941;
10:13 a. m.]

[Contract No. W 6560 qm-80 O. I. No. 1005]

**SUMMARY OF FIXED-FEE CONTRACT FOR
ARCHITECT-ENGINEER SERVICES**

ARCHITECT-ENGINEER: WALTER W. FLORA,
CHEYENNE, WYOMING

Amount fixed fee: \$16,086.
Estimated construction cost (Art. V-2): \$1,016,672.

Type of construction project: Special Training Battalion and Two Class Rooms.
Location: Fort Francis E. Warren, Wyoming.

Type of service: Architect-Engineer.
The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 17650 PL 29 77 A0540-12, QM 17628 PL 29 77 A0540-12 the available balance of which is sufficient to cover the cost of same.

This contract,¹ entered into this 27th day of June 1941.

ARTICLE I. *Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: The construction of Special Training Battalion and Two Class Rooms, including necessary buildings, temporary structures, utilities and appurtenances thereto at Fort Francis E. Warren, Wyoming.

ART. III. *Data to be furnished by the Government.* The Government will fur-

¹ Approved by the Under Secretary of War, June 30, 1941.

nish the Architect-Engineer essential schedules of preliminary data, layout sketches, and other essential information respecting sites, topography, soil conditions, outside utilities and equipment as may be available for the preparation of preliminary sketches and the development of final drawings and specifications.

ART. V. * * * *Estimated cost of construction.* The present preliminary estimated construction cost of the project on which the services of this contract are based is approximately one million sixteen thousand six hundred seventy-two dollars (\$1,016,672) exclusive of Architect-Engineer's fixed fee.

ART. VI. *Fixed-fee and reimbursement of expenditures.* In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

a. A fixed-fee in the amount of sixteen thousand eighty-six (\$16,086) which shall constitute complete compensation for the Architect-Engineer's services.

b. Reimbursement of expenditures.

ART. VIII. *Method of payment.* Payments of reimbursable cost items and of 90% of the amount of the Architect-Engineer's fee earned shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, supported by original certified pay rolls, receipted bills for all expenses including materials, supplies and equipment, rentals and all other supporting data. Upon completion of the project and its final acceptance the Architect-Engineer shall be paid the unpaid balance of any money due the Architect-Engineer hereunder.

ART. IX. *Drawings and other data to become property of Government.* All drawings, designs and specifications are to become the property of the Government on completion as outlined in this contract.

ART. XII. *Changes in scope of project.* The Contracting Officer may, at any time, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

ART. XIII. *Termination for cause or for convenience of the Government.* The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public 611—76th Congress Approved June 13, 1940.

Public 703—76th Congress Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5818; Filed, August 8, 1941;
10:13 a. m.]

[Contract No. W 6560 qm-81 O. I. No. 10-06]

SUMMARY OF FIXED FEE CONSTRUCTION CONTRACT

CONTRACTOR: N. G. PETRY & P. S. COOK PLUMBING COMPANY, 214 DENHAM BLDG., DENVER, COLORADO, AND CHEYENNE, WYOMING, RESPECTIVELY

Contract¹ for: Construction of additions to Replacement Center.

Location: Fort Francis E. Warren, Wyoming.

Fixed fee: \$31,565.

Estimated construction cost exclusive of fixed fee: \$985,107.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 17627 PL 29 77 A 0540-12

QM 17649 PL 29 77 A 0540-12

This contract, entered into this 28th day of June 1941.

ARTICLE I. *Statement of work.* The contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of additions to Replacement Center at Fort Francis E. Warren, Wyoming, including necessary buildings, temporary structures, utilities and appurtenances thereto.

It is estimated that the construction cost of the work covered by this contract will be nine hundred eighty-five thousand one hundred seven dollars (\$985,107) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of thirty-one thousand five hundred sixty-five dollars (\$31,565) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to be reimbursed under Article II, shall vest in the Government.

ART. III. Payments—Reimbursement for cost. The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed pay rolls, for labor, the received invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

Rental for constructor's equipment. Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper vouchers.

Payment of the fixed fee. Ninety percent (90%) of the fixed fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer.

Final payment. Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee.

ART. VI. Termination of contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

This contract is authorized by the following law: Public, 703, 76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-5819; Filed, August 8, 1941; 10:14 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-653]

PETITION OF THE CONSUMERS' COUNSEL DIVISION FOR TEMPORARY AND PERMANENT ORDERS REDUCING THE EFFECTIVE MINIMUM PRICES FOR RAILROAD FUEL SHIPMENTS TO THE TOLEDO TERMINAL RAILROAD COMPANY FROM DISTRICT 4

ORDER OF THE DIRECTOR

An original petition in this matter having been filed with the Bituminous Coal Division, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, by the Consumers' Counsel Division, requesting a reduction of 10 cents per ton in the effective minimum prices applicable to all size groups of coal from District 4 when shipped for railway locomotive use to the Toledo Terminal Railroad Company;

A public hearing in this matter having been held pursuant to an Order of the Director before a duly designated Examiner of the Bituminous Coal Division, at a hearing room thereof in Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses and otherwise be heard; appearances being entered by petitioner and the Toledo Terminal Railroad Company; an intervening petition being filed by District Board 6;

The parties to the proceeding having waived the preparation and filing of an Examiner's Report, and the matter thereupon having been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law and rendered an Opinion which are filed herewith:

Now, therefore, it is ordered, That the petition herein requesting a reduction of 10 cents per ton in the effective minimum prices applicable to all size groups of coal from District 4 when shipped for railway locomotive use to the Toledo Terminal Railroad Company be and it hereby is denied.

Dated: August 6, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-5820; Filed, August 8, 1941; 10:35 a. m.]

[Docket No. A-851]

PETITION OF THE OFFICE OF THE BITUMINOUS COAL CONSUMERS' COUNSEL, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937, FOR TEMPORARY AND PERMANENT ORDERS REDUCING THE EFFECTIVE MINIMUM PRICES FOR RAILROAD FUEL SHIPMENTS TO THE DETROIT TERMINAL RAILROAD COMPANY FROM DISTRICTS 4 AND 8

ORDER OF THE DIRECTOR

An original petition in this matter having been filed on May 2, 1941, by the Office of the Bituminous Coal Consumers' Counsel with the Bituminous Coal Division pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting a reduction of 10 cents per ton in the effective minimum prices applicable to all size groups of coal from District 4 when shipped for railway locomotive use to the Detroit Terminal Railroad Company;

A public hearing in this matter having been held on June 12, 1941, pursuant to an Order of the Director dated May 15, 1941, before a duly designated Examiner of the Bituminous Coal Division, at a hearing room thereof in Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard, appearances being entered by petitioner and the Detroit Terminal Railroad Company,

an intervening petition being filed by District Board No. 6;

The parties to the proceeding having waived the preparation and filing of an Examiner's report, and the matter thereupon having been submitted to the Director;

The Director having made Findings of Fact and Conclusions of Law and having rendered an Opinion, which are filed herewith;

Now therefore, it is ordered, That the petition herein requesting a reduction of 10 cents per ton in the effective minimum prices applicable to all size groups of coal from District 4 when shipped for railway locomotive use to the Detroit Terminal Railroad Company be and it is hereby denied.

Dated: August 6, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-5821; Filed, August 8, 1941; 10:35 a. m.]

[Docket No. 668-FD]

IN THE MATTER OF THE APPLICATION OF THE STOWE-FULLES REFRactories COMPANY FOR EXEMPTION

ORDER GRANTING RENEWAL OF EXEMPTION

The Stowe-Fuller Refractories Company, Applicant herein, having on April 29, 1939, filed with the National Bituminous Coal Commission a verified application for exemption with respect to certain bituminous coal produced and consumed by the Applicant, or produced and transported by Applicant to itself for consumption by it, in the manufacture of fire brick at its plant in Strasburg, Ohio; and

The Commission having, on June 23, 1939, entered an order in respect to such application to the effect that the provisions of section 4 II (1) of the Bituminous Coal Act of 1937, apply to the bituminous coal produced by Applicant at its mine located in Tuscarawas County, Ohio, which is consumed by Applicant in the manufacture of fire brick at Strasburg, Ohio, and that such coal shall not be deemed subject to the provisions of Section 4 of the Bituminous Coal Act of 1937; and

Applicant having, on June 19, 1940, filed with the Director of the Bituminous Coal Division a verified application for renewal of said order; and the Director of the Bituminous Coal Division having, on June 26, 1940, entered his order renewing the exemption granted to the Applicant by order dated June 23, 1939; and

Applicant having, on July 19, 1941, filed with the Director of the Bituminous Coal Division a further verified application for renewal of order dated June 23, 1939, pursuant to the requirements of the order granting renewal of exemption dated June 26, 1940; and

The Director now having determined that the conditions supporting the ex-

emption granted by the order dated June 23, 1939, continue to exist:

It is ordered, That the application filed by the Applicant for renewal of said order of June 23, 1939, pursuant to the requirements of order dated June 26, 1940, be and the same hereby is granted;

Provided, however, That said order of June 23, 1939, and the exemption granted thereby shall automatically terminate and expire:

1. Unless the Applicant, at the expiration of six months from the date of this order, and at the expiration of each six-month period thereafter, files with the Director a verified report containing the following information which the Director hereby finds to be necessary and appropriate to enable him to determine whether the conditions supporting the exemption granted to the Applicant continue to exist:

(a) The full name and business of the Applicant and the name and location of the mine or mines covered by this application;

(b) The total tonnage of bituminous coal produced by the Applicant during the preceding six months at such mine or mines;

(c) The total tonnage of such production which was consumed by the Applicant, and the nature and purpose of such consumption;

(d) A statement that all of the facts set forth in the original application for exemption filed April 29, 1939, remain true and correct.

2. Unless Applicant shall immediately notify the Director upon:

(a) Any change in the ownership of the mine or mines from which the coal in question was produced, or in the ownership of the plant or factory or other facilities at which the coal is consumed;

(b) Any change in the agency or instrumentality through which the coal is being produced on the date of this order.

It is further ordered, That the Director at any time, upon his own motion or upon the petition of any interested person, may direct the Applicant to show cause why the exemption granted by the order of June 23, 1939, should not be terminated. Any persons filing such a petition shall serve a copy thereof upon the Applicant herein.

Dated: August 6, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5822; Filed, August 8, 1941;
10:35 a. m.]

[Docket No. A-688]

PETITION OF KOPPERS COAL CO., A CODE MEMBER IN DISTRICT 7, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937, FOR A CHANGE IN THE EFFECTIVE CLASSIFICATIONS AND

No. 155—3

MINIMUM PRICES OF COAL IN SIZE GROUPS 18-21, AND FOR THE ESTABLISHMENT OF THE EFFECTIVE CLASSIFICATIONS AND MINIMUM PRICES FOR ITS COAL IN SIZE GROUP 22 FOR SHIPMENT INTO ALL MARKET AREAS

ORDER OF THE DIRECTOR DENYING RELIEF

An original petition having been filed with the Bituminous Coal Division pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, by Koppers Coal Co., a code member in District 7, requesting reductions in the classifications for the coals of its Long Branch Mine (Mine Index No. 106) in Size Groups 18-22, inclusive, for shipment into all market areas;

Pursuant to an Order of the Director, a hearing having been held in this matter on March 31, 1941, before a duly designated Examiner of the Bituminous Coal Division at a hearing room of the Division, Washington, D. C., at which all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard;

The preparation and filing of a report by the Examiner having been waived and the matter thereupon having been submitted to the Director;

The Director having made Findings of Fact and Conclusions of Law and having rendered an Opinion in this matter, which are filed herewith;

Now, therefore, it is ordered, That the prayers for relief contained in the petition of Koppers Coal Co. herein be, and they hereby are, denied.

It is further ordered, That the prayers contained in the petition of intervention filed herein by District Board 7, in so far as they request a revision in the classifications established for the coals of the Long Branch Mine (Mine Index No. 106), be, and the same hereby are, denied.

Dated: August 6, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-5823; Filed, August 8, 1941;
10:36 a. m.]

[Docket No. A-128]

PETITION OF CORYELL COAL COMPANY FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR COALS IN SIZE GROUPS 3, 9, 13 AND 17 OF THE HAYDEN VALLEY MUTUAL MINE FOR SHIPMENT INTO MARKET AREAS 204-211 AND 218

MEMORANDUM OPINION AND ORDER APPROVING AND ADOPTING THE PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW OF THE EXAMINER AND DENYING RELIEF

The original petition in this matter was filed on October 10, 1940, by the Coryell Coal Company ("Coryell"), a code member in District 17, pursuant to section 4 II (d) of the Bituminous Coal Act, seeking reductions in the minimum f. o. b. mine prices for the coals produced at the

Hayden Valley Mutual Mine (Mine Index No. 24), in subdistrict 5 of District 17, when for rail shipment to Market Areas 204-211 and 218.

District Board Nos. 16 and 17 intervened in opposition to the relief requested. The Sleepy Cat Coal Company, a code member in District 17, intervened in support of the original petition and requested similar relief for the coals produced at the Sleepy Cat Mine (Mine Index No. 71), in subdistrict 5 of District 17.

Pursuant to orders and notices of hearing issued by the Director and after due notice to all interested persons, a public hearing was held in this matter before Thurlow G. Lewis, an Examiner of the Division, duly designated by the Director to conduct said hearing on January 16, 1941.

The Examiner submitted Proposed Findings of Fact and Conclusions of Law in this matter, dated June 26, 1941, and an opportunity was afforded to all parties to file exceptions thereto and supporting briefs. Coryell filed Exception and supporting brief to the Proposed Findings of Fact and Conclusions of Law of the Examiner and moved that the hearing be reopened for the purpose of taking additional evidence.

The Exceptions are directed to the sufficiency of the evidence to support the Proposed Findings of Fact and Conclusions of Law. The brief contains a discussion of the evidence. The Examiner's report contains an elaborate discussion of the evidence and no good purpose can be served by any further discussion thereof. The exceptions are not well taken. The evidence fully supports the Proposed Findings of Fact and Conclusions of Law of the Examiner.

The motion to reopen the hearing states that the additional evidence desired to be submitted consists of a report of the Bureau of Mines giving a proximate analysis of Coryell coal. A copy of the report is attached to the motion.

This report shows a moisture content of 15 per cent as received, and 9.2 per cent air dried. The additional evidence thus offered is cumulative and would not affect the ultimate Findings of Fact. It shows substantially the same moisture content as the analysis referred to by the Examiner, taken in 1923, about the same distance from the mine opening, 600 feet, whereas the mine is now being worked 1200 feet from the main entrance or mouth of the mine. For the foregoing reasons the motion should be and is denied.

On the basis of the above Opinion and for the reasons stated therein, I conclude that the said Proposed Findings of Fact and the Conclusions of Law based thereon should be approved and adopted as Findings of Fact and Conclusions of Law of the Director.

It is, therefore, ordered, That the said Proposed Findings of Fact and Conclusions of Law of the Examiner be and the same hereby are approved and adopted

as Findings of Fact and Conclusions of Law of the Director; and

It is further ordered, That the relief requested by the original petitioner, Coryell Coal Company, and by the intervener, Sleepy Cat Coal Company, be and the same hereby is denied.

Dated: August 6, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-5824; Filed, August 8, 1941;
10:36 a. m.]

General Land Office.

STOCK DRIVEWAY WITHDRAWAL NO. 14, WYOMING NO. 2, REDUCED

JULY 28, 1941.

Departmental order of April 24, 1918, withdrawing certain lands in Wyoming for stock driveway purposes under section 10 of the act of December 29, 1916, as amended by the act of January 29, 1929, 39 Stat. 865, 45 Stat. 1144, 43 U.S.C. 300, is hereby revoked so far as it affects the following-described lands:

SIXTH PRINCIPAL MERIDIAN

T. 56 N., R. 77 W.,
Sec. 5, W $\frac{1}{2}$,
Sec. 6, all;
T. 57 N., R. 77 W.,
Sec. 3, NW $\frac{1}{4}$ and S $\frac{1}{4}$,
Secs. 10 and 15, all,
Sec. 22, E $\frac{1}{4}$ and E $\frac{1}{4}$ W $\frac{1}{2}$,
Sec. 27, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$,
and S $\frac{1}{2}$,
Sec. 32, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, and
NE $\frac{1}{4}$ SE $\frac{1}{4}$,
Secs. 33 and 34, all;
T. 58 N., R. 77 W.,
Sec. 26, S $\frac{1}{2}$,
Sec. 27, S $\frac{1}{2}$,
Sec. 34, all;
T. 56 N., R. 78 W.,
Sec. 1, all,
Sec. 12, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$; ag-
gregating 7,453.19 acres.

OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 41-5813; Filed, August 8, 1941;
10:09 a. m.]

DEPARTMENT OF LABOR.

Division of Public Contracts.

IN THE MATTER OF AN AMENDMENT TO AND THE EXTENSION OF THE DETERMINATION OF THE PREVAILING MINIMUM WAGES IN THE DRUG AND MEDICINE INDUSTRY

NOTICE OF OPPORTUNITY TO SHOW CAUSE

Under date of July 19, 1939, following a public hearing held after due notice to all interested parties, the Secretary of Labor, pursuant to the provisions of section 1 (b) of the Act of June 30, 1936 (49 Stat. 2036; 41 U.S.C. Sup. III 35) determined the minimum wage for employees engaged in the performance of contracts with agencies of the United States, subject to said Act, for the manufacture, processing, and packaging of drugs (excluding industrial chemicals)

and medicinal specialties and pharmaceuticals to be 37.5 cents an hour or \$15.00 per week of forty hours, arrived at either upon a time or piece work basis.¹ This determination became effective as to all such contracts, bids for which were solicited on or after August 3, 1939.

The aforementioned wage determination expressly excluded from its coverage the toilet preparations specified in the notice preceding the public hearing, for the reason that the evidence of record upon issuance of the wage determination was insufficient to justify a determination of the prevailing minimum wages for the manufacture, processing, and packaging of such toilet preparations.

On July 7, 1941, the wage order of the Administrator, Wage and Hour Division, U. S. Department of Labor, became effective, establishing the minimum wage at not less than 40 cents per hour to be paid by employers in the Drug, Medicine, and Toilet Preparations Industry, who are subject to the provisions of the Fair Labor Standards Act of 1938.²

There is evidence before the Department of Labor that the Drug, Medicine, and Toilet Preparations Industry, as defined in the wage order of the Administrator of the Wage and Hour Division, is predominantly interstate in character. The wage order referred to defines the Drug, Medicine, and Toilet Preparations Industry, to which the order applies, as follows:

The manufacture or packaging of any one or more of the following products:

(1) Drugs or medicinal preparations (other than food) intended for internal or external use in the diagnosis, treatment, or prevention of disease in, or to affect the structure or any function of, the body of man or other animals, or

(2) Dentifrices, cosmetics, perfume, or other preparations designed or intended for external application to the person for the purpose of cleansing, improving the appearance of, or refreshing the person,

(3) Provided that this definition shall not include the manufacture or packaging of shaving cream, shampoo, essential (volatile) oils, glycerine, and soap, or the milling or packaging without further processing of crude botanical drugs.

The evidence before the Department relative to the predominantly interstate character of the industry as thus defined, furnishes reasonable grounds for the presumption that the aforementioned wage order issued pursuant to the Fair Labor Standards Act of 1938 has had the effect of establishing 40 cents per hour as the prevailing minimum wage in that industry within the meaning of section 1 (b) of the Walsh-Healey Public Contracts Act. Accordingly,

Notice is hereby given to all interested persons of the opportunity to show cause,

on or before August 20, 1941, why the decision of the Secretary of Labor, dated July 19, 1939, In the Matter of the Determination of the Prevailing Minimum Wages in the Drug and Medicine Industry,¹ should not be (1) extended to coincide with the definition of the industry as contained in the wage order issued under the Fair Labor Standards Act, and (2) amended by increasing the prevailing minimum wage as determined therein from 37.5 to 40 cents per hour.

All objections or protests should be addressed to the Administrator, Division of Public Contracts, U. S. Department of Labor, Washington, D. C. An original and four copies should be filed.

Dated: August 6, 1941.

[SEAL]

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 41-5836; Filed, August 8, 1941;
11:42 a. m.]

FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 5967]

NOTICE RELATIVE TO PARK CITIES BROADCASTING CORP. (NEW)

Application dated April 24, 1940, for construction permit; class of service, broadcast; class of station, broadcast; location, Dallas, Texas; operating assignment specified: Frequency, 710 kc.; power, 5 kw. (DA for night only); hours of operation, unlimited.

You are hereby notified that the Commission has examined the above-described application and has designated the matter for hearing for the following reasons:

1. To determine whether the granting of this application would tend toward a fair, efficient, and equitable distribution of radio service as contemplated by section 307 (b) of the Communications Act of 1934, as amended.

2. To determine the areas and populations which would receive interference free primary service from the operation of the station proposed herein and what other broadcast service is available to these areas and populations.

3. To determine the extent of any interference which would result during nighttime operation of the station proposed herein and Station WOR, as proposed in application B1-MP-1328.

4. To determine what, if any, areas and populations may be expected to lose secondary service, particularly from Station WOR operating as proposed in application B1-MP-1328, as a result of the operation of the station proposed herein, and what other comparable broadcast service is available to these areas and populations.

5. To determine extent of any interference which would result from the

¹ 4 F.R. 3402.

² 6 F.R. 3008.

³ 4 F.R. 3402.

simultaneous operation of the station proposed herein and Station WHB, operating as proposed in application B4-P-2873, as well as the areas and populations affected thereby, and what other broadcast service is available to these areas and populations.

6. To determine extent of any interference which would result from the simultaneous operation of the station proposed herein and the operation of Station KOMA as proposed in application B3-P-2703, as well as the areas and populations affected thereby, and what other broadcast service is available to these areas and populations.

7. To obtain full information with respect to the connections and relationships, direct or indirect, the nature, extent, and effect thereof between this applicant, the officers, directors, and stockholders thereof, or any of them, and the licensee of Station KWFT, Wichita Falls, Texas.

8. To determine the areas and populations now receiving interference-free primary service from Station KWFT which it is expected would receive similar service from the station proposed herein.

9. To determine the character of the program service proposed to be rendered and extent to which such service is now being rendered by any other station or stations serving the proposed service area in whole or in part.

10. To determine the qualifications of the applicant, its officers, directors, and stockholders to construct and operate the proposed station.

11. To determine whether in view of the facts adduced under the foregoing issues, public interest, convenience or necessity would be served by the grant of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Park Cities Broadcasting Corporation,
1/2 Thomas A. Carpenter, 1910 Tower
Petroleum Building, Dallas, Texas.

Dated at Washington, D. C., August 4, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-5826; Filed, August 8, 1941;
10:50 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5714]

IN THE MATTER OF THE CALIFORNIA OREGON POWER COMPANY

ORDER POSTPONING HEARING

AUGUST 6, 1941.

It appearing to the Commission that: Good cause has been shown for the postponement of the hearing in the above entitled matter;

The Commission orders that: The hearing in this proceeding, heretofore set to commence on August 11, 1941, be and it is hereby postponed until September 22, 1941.

By the Commission.

[SEAL]

J. H. GUTRIDE,
Acting Secretary.

[F. R. Doc. 41-5809; Filed, August 8, 1941;
10:08 a. m.]

[Docket No. ID-945]

IN THE MATTER OF WALTER H. SAMMIS

ORDER POSTPONING DATE OF HEARING

AUGUST 6, 1941.

It appearing to the Commission that: (a) By order dated July 25, 1941, a public hearing in the above-entitled matter was set for August 18, 1941, at 9:45 A. M., in the hearing room of the Federal Power Commission, 1757 K St. NW., Washington, D. C.

(b) On August 2, 1941, the applicant requested a postponement of the date of said public hearing;

The Commission orders that: The public hearing in the above-entitled matter is postponed to September 24, 1941, at 9:45 A. M., in the hearing room of the Federal Power Commission, 1757 K St. NW., Washington, D. C.

By the Commission.

[SEAL]

J. H. GUTRIDE,
Acting Secretary

[F. R. Doc. 41-5810; Filed, August 8, 1941;
10:08 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No 70-361]

IN THE MATTER OF MISSISSIPPI POWER COMPANY

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 7th day of August, A. D. 1941.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than Au-

gust 15, 1941, at 4:30 P. M., E. S. T., or 1:00 P. M., E. S. T., if such date be a Saturday, request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act of the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Mississippi proposes to issue and sell from time to time to the Reconstruction Finance Corporation, at the principal amount thereof and accrued interest, an aggregate of \$3,250,000, principal amount of its First and Refunding Mortgage Bonds, 4% Series due 1951. The bonds are to be issued under, and secured by, the lien of the Mortgage and Deed of Trust dated September 1, 1925, to the New York Trust Company, Trustee, as supplemented by Supplemental Indenture to be dated as of August 1, 1941. Bonds of the 5% Series due 1955 in principal amount of \$9,209,000 are presently outstanding under the mortgage of September 1, 1925. The Company will covenant that so long as any of the bonds of the 4% Series due 1951 shall be outstanding it will, on or before February 1 and August 1 in each year commencing with August 1, 1946 to and including February 1, 1951, deposit with the Trustee, as a sinking fund, an amount equal to 4% of the aggregate principal amount of the bonds of the 4% Series due 1951 authenticated and delivered by the Trustee. The new bonds will be subject to redemption at any time for the sinking fund or otherwise at the principal amount thereof and accrued interest without premium.

The filing further states that the funds to be received from the Reconstruction Finance Corporation will be used by the Mississippi Power Company to construct certain additions to its electric plant necessary in connection with national defense.

The loan application of the Mississippi Power Company to the Reconstruction Finance Corporation has not received the final approval of the Reconstruction Finance Corporation.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-5831; Filed, August 8, 1941;
11:33 a. m.]

[File No. 70-360]

IN THE MATTER OF GULF POWER COMPANY
NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 7th day of August, A. D. 1941.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than August 15, 1941, at 4:30 P. M., E. S. T., or 1:00 P. M., E. S. T., if such date be a Saturday, request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Gulf proposes to issue and sell from time to time to the Reconstruction Finance Corporation at the principal amount thereof and accrued interest, an aggregate of \$3,600,000 principal amount of its first and refunding mortgage bonds, 4% Series due 1951. The bonds are to be issued under, and secured by, the lien of the Mortgage and Deed of Trust dated April 2, 1928, to The National Park Bank of New York (now The Chase National Bank of the City of New York) and Ralph L. Cerero, Trustees, as supplemented by Supplemental Indenture to be dated as of August 1, 1941. Bonds of the 5% Series due April 1, 1968, in principal amount of \$3,657,000 are presently outstanding under the mortgage of April 2, 1928. The Company will covenant that so long as any of the bonds of the 4% Series due 1951 shall be outstanding, it will, on or before February 1 and August 1 in each year, commencing with August 1, 1946, to and including February 1, 1951, deposit with the Trustee as a sinking fund an amount equal to 5% of the aggregate principal amount of the bonds of the 4% Series due 1951, authenticated and delivered by the Trustee. The bonds of the 4% Series due 1951 will be subject to redemption at any time for the sinking fund or otherwise at the principal amount thereof and accrued interest without premium.

The filing further states that the funds to be received from the Reconstruction Finance Corporation will be used by Gulf Power Company to construct certain additions to its electric plant, necessary in connection with national defense.

The loan application of Gulf Power Company to the Reconstruction Finance Corporation has not received the final approval of the Reconstruction Finance Corporation.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-5832; Filed, August 8, 1941;
11:33 a. m.]

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session on August 18, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-5834; Filed, August 8, 1941;
11:34 a. m.]

[File No. 70-368]

IN THE MATTER OF WESTERN NEW YORK
WATER COMPANY

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 7th day of August, A. D. 1941.

The New York Curb Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the Common Stock, No Par Value, of Burco, Inc.; and

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session August 18, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-5833; Filed, August 8, 1941;
11:33 a. m.]

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party; and

Notice is further given that any interested person may, not later than August 25, 1941 at 4:45 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transaction as provided in Rule U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Western New York Water Company, a subsidiary of Federal Water Service Corporation which is a registered holding company, proposes to issue and sell to Northwestern Mutual Life Insurance Company \$3,500,000 principal amount of First Mortgage Sinking Fund Bonds, 3 7/8% Series, Due 1966, at a proposed price of 106.214% of their principal amount plus accrued interest.

Western New York Water Company also proposes to issue and sell to Northwestern Mutual Life Insurance Company \$967,500 principal amount of 3 1/4% Sinking Fund Notes, Due 1953.

The said bonds are to be issued under and secured by a Mortgage and Deed of

[File No. 1-1120]

IN THE MATTER OF ARCTURUS RADIO TUBE
COMPANY \$1 PAR VALUE COMMON STOCK

ORDER GRANTING APPLICATION TO STRIKE
FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 7th day of August, A. D. 1941.

The New York Curb Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the \$1 Par Value Common Stock of Arcturus Radio Tube Company; and

Trust to be dated October 1, 1941, and the said notes are to be issued under an Indenture, which will also be dated October 1, 1941. The proceeds of the sale of these securities will be applied to the redemption of the following securities of the applicant:

First Mortgage Gold Bonds—

5½%, Series A, due November 1, 1950, at 105% of their principal amount plus accrued interest, outstanding in the principal amount of \$2,067,500.

5%, Series B, due November 1, 1950, at 105% of their principal amount plus ac-

crued interest to January 1, 1942, outstanding in the principal amount of \$668,000.

5%, Series of 1951, due November 1, 1951, at 101% of their principal amount plus accrued interest, outstanding in the principal amount of \$1,155,500 (exclusive of \$9,000 principal amount reacquired and held in treasury).

Ten Year Six Per Cent Convertible Debenture Gold Bonds, maturity extended to November 1, 1950, at 100% of their principal amount plus accrued interest, outstanding in the principal amount of \$576,500, exclusive of \$170,600

principal amount which has either been reacquired by the company or will have been reacquired prior to November 1, 1941.

Applicant has designated section 6 (b) of the Public Utility Holding Company Act of 1935 and Rules U-20, U-23, U-24 and U-50, promulgated thereunder, as applicable to the proposed transactions.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-5835; Filed, August 8, 1941;
11:34 a. m.]

